

STATE OF GEORGIA

COUNTY OF DEKALB

WAIVER OF LIABILITY

WHEREAS, the undersigned, _____ desires to ride with a member of the City of Dunwoody Police Department in order to observe the activities of the City of Dunwoody police;

NOW, THEREFORE, for and in consideration of the use of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby declare and agree to the following:

(a) agree and warrant that they do hereby release, defend, indemnify and save harmless the City of Dunwoody, its officers, directors, employees, and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from riding with a member of the City of Dunwoody Police Department or arising out of any activities in connection with the ride-along with the City of Dunwoody police, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Dunwoody;

(b) agree and warrants that they shall reimburse the City of Dunwoody for legal fees and other costs incurred in the City of Dunwoody's defense of such claims of litigation. The City of Dunwoody shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement;

(c) agrees that this release extends and applies to, and also covers and includes, all unknown, unforeseen unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived;

(d) acknowledge that the waiver hereby releases and discharges the City of Dunwoody, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from their participation in the ride-along with the City of Dunwoody Police Department. The undersigned further covenants with the City of Dunwoody that they, their heirs, executors, assigns and transferees will never at any future time sue the City for or on account of any claim for damages arising out of their participation in the ride-along with the City of Dunwoody Police Department whether such claims arise by the negligence of the City of Dunwoody, its employees or agents, or by the negligence of any other participant;

(e) agrees and understands that the agreement by the City of Dunwoody to allow the undersigned to ride with a member of the City of Dunwoody Police Department, is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Dunwoody, its officers and members.

WITNESS the hand and seal of the undersigned, this _____ day of _____, 200 ____.

“Undersigned”: _____
(sign here)

Signed, sealed, sworn to, and
subscribed before the under-
signed unofficial witness and
notary public

Unofficial Witness

Notary Public

Commission Date: